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**COUNTY OF LOS ANGELES and DEPUTY TRAVIS KELLY**  
*(Defendants is exempt from filing fees pursuant to Government Code § 6103)*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

JOSHUA ASSIFF,

Plaintiffs,

v.

COUNTY OF LOS ANGELES;  
SHERIFF DEPUTY BADGE  
NUMBER 404532; And DOES 1  
through 10,

Defendants.

**Case No.: 2:22-cv-05367 RGK(MAAx)**

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

Action Filed: August 3, 2022  
Pretrial Conference: July 10, 2023  
Trial Date: July 25, 2023

Assigned to:  
Hon. R. Gary Klausner, District Judge  
Courtroom 850

All Discovery Matters Referred to:  
Hon. Maria A. Audero, District Judge

IT IS HEREBY STIPULATED by and between the Parties to *Assiff v. County of Los Angeles, et al.*, (Plaintiff: JOSHUA ASSIFF; Defendants: COUNTY OF LOS ANGELES; DEPUTY TRAVIS KELLY), by and through their respective counsel of record, that in order to facilitate the exchange of information and documents which may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

1 **I. PURPOSES AND LIMITATIONS**

2 As the parties have represented that discovery in this action is likely to involve  
3 production of confidential or private information for which special protection from  
4 public disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted, this Court enters the following Protective Order. This Order does not  
6 confer blanket protections on all disclosures or responses to discovery. The protection it  
7 affords from public disclosure and use extends only to the limited information or items  
8 that are entitled to confidential treatment under the applicable legal principles. Further,  
9 as set forth in Section 13.3, below, this Protective Order does not entitle the parties to  
10 file confidential information under seal. Rather, when the parties seek permission from  
11 the court to file material under seal, the parties must comply with Civil Local Rule 79-5  
12 and with any pertinent orders of District Judge R. Gary Klausner.

13 If any material disclosed or obtained in the course of the instant litigation is  
14 intended to be used for any purpose other than prosecuting this litigation, the party  
15 seeking public disclosure or dissemination of such materials must first seek approval  
16 from the Court.

17 **II. GOOD CAUSE STATEMENT**

18 This action is likely to involve confidential information pertaining to personnel  
19 records and other materials subject to privacy protections for which special protection  
20 from public disclosure and from use for any purpose other than prosecution of this action  
21 is warranted. Limiting disclosure of these documents to the context of this litigation as  
22 provided herein will, accordingly, further important law enforcement objections and  
23 interests, including the safety of personnel and the public, as well as individual privacy  
24 rights of plaintiffs, the individual defendants, and third parties. Such confidential  
25 materials and information consist of, among other things, materials entitled to privileges  
26 and/or protections under the following: United States Constitution, First Amendment;  
27 the California Constitution, Article I, Section 1; California *Penal Code* §§ 832.5, 832.7  
28 and 832.8; California *Evidence Code* §§ 1040 and 1043 et. seq; the Privacy Act of 1974,

1 5 U.S.C. § 552; Health Insurance Portability and Accountability Act of 1996 (HIPPA);  
2 the right to privacy; decisional law relating to such provisions; and information  
3 otherwise generally unavailable to the public, or which may be privileged or otherwise  
4 protected from disclosure under state or federal statutes, court rules, case decisions, or  
5 common law. Defendants also contend that such confidential materials and information  
6 consist of materials entitled to the Official Information Privilege.

7 Confidential information with respect to the Defendants may include but is not  
8 limited to: personnel files; internal investigative files and documents; email and written  
9 correspondence records; and policies and procedures that are kept from the public in the  
10 ordinary course of business, as well as other information that is not generally available to  
11 the public and is subject to the Official Information Privilege and other privileges.  
12 Confidential information with financial records; email and written correspondence  
13 records; video footage and/or photographs of the incident; and psychological and  
14 medical notes, evaluations, reports, and treatment plans.

15 Testimony taken at a deposition may be designated as Confidential by making a  
16 statement to that effect on the record at the deposition. Arrangements shall be made with  
17 the court reporter transcribing the deposition to separately bind such portions of the  
18 transcript containing information designated as Confidential, and to label such portions  
19 appropriately. Confidential photographs, video or audio footage obtained through the  
20 course of discovery or otherwise may not be used for any purpose other than litigating  
21 this lawsuit. The parties agree to refrain from directly or indirectly disclosing or publicly  
22 disseminating confidential deposition testimony, and/or photographs, video or audio  
23 footage obtained through the course of discovery or otherwise, specifically including,  
24 but not limited to, dissemination via billboard advertisements, print and online media  
25 organizations, or any other internet posting or social media. If any party intends to use  
26 such confidential materials for any purpose other than litigating this lawsuit, the party  
27 seeking public disclosure must first seek approval from the Court.

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1 In light of the nature of the claims and allegations in this case and the parties'  
2 representations that discovery in this case will involve the production of confidential  
3 records, and in order to expedite the flow of information, to facilitate the prompt  
4 resolution of disputes over confidentiality of discovery materials, to adequately protect  
5 information the parties are entitled to keep confidential, to ensure that the parties are  
6 permitted reasonable necessary uses of such material in connection with this action, to  
7 address their handling of such material at the end of the litigation, and to serve the ends  
8 of justice, a protective order for such information is justified in this matter. The parties  
9 shall not designate any information/documents as confidential without a good faith belief  
10 that such information/documents have been maintained in a confidential, non-public  
11 manner, and that there is good cause or a compelling reason why it should not be part of  
12 the public record of this case.

13 **III. DEFINITIONS**

14 3.1. Action: the instant action: *Assiff v. County of Los Angeles, et al.*, Case No.  
15 2:22-cv-05367 RGK(MAAX).

16 3.2. Challenging Party: a Party or Non-Party that challenges the designation of  
17 information or items under this Order.

18 3.3. "CONFIDENTIAL" Information or Items: information (regardless of how  
19 it is generated, stored or maintained) or tangible things that qualify for protection under  
20 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
21 Statement.

22 3.4. Counsel: Outside Counsel of Record and House Counsel (as well as their  
23 support staff).

24 3.5. Designating Party: a Party or Non-Party that designates information or  
25 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

26 3.6. Disclosure or Discovery Material: all items or information, regardless of  
27 the medium or manner in which it is generated, stored, or maintained (including, among  
28 other things, testimony, transcripts, and tangible things), that are produced or generated

1 in disclosures or responses to discovery in this matter.

2 3.7. Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
4 expert witness or as a consultant in this Action.

5 3.8. House Counsel: attorneys who are employees of a party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8 3.9. Non-Party: any natural person, partnership, corporation, association, or  
9 other legal entity not named as a Party to this action.

10 3.10. Outside Counsel of Record: attorneys who are not employees of a party to  
11 this Action but are retained to represent or advise a party to this Action and have  
12 appeared in this Action on behalf of that party or are affiliated with a law firm which has  
13 appeared on behalf of that party and includes support staff.

14 3.11. Party: any party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17 3.12. Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19 3.13. Professional Vendors: persons or entities that provide litigation support  
20 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
22 their employees and subcontractors.

23 3.14. Protected Material: any Disclosure or Discovery Material that is designated  
24 as "CONFIDENTIAL."

25 3.15. Receiving Party: a Party that receives Disclosure or Discovery Material  
26 from a Producing Party.

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1 **IV. SCOPE**

2 The protections conferred by this Order cover not only Protected Material (as  
3 defined above), but also (1) any information copied or extracted from Protected Material;  
4 (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any  
5 deposition testimony, conversations, or presentations by Parties or their Counsel that  
6 reveal Protected Material, other than during a court hearing or at trial.

7 Any use of Protected Material during a court hearing or at trial shall be governed  
8 by the orders of the presiding judge. This Order does not govern the use of Protected  
9 Material during a court hearing or at trial.

10 **V. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations  
12 imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
13 in writing or a court order otherwise directs. Final disposition shall be deemed to be the  
14 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;  
15 and (2) final judgment herein after the completion and exhaustion of all appeals,  
16 rehearing's, remands, trials, or reviews of this Action, including the time limits for filing  
17 any motions or applications for extension of time pursuant to applicable law.

18 **VI. DESIGNATING PROTECTED MATERIAL**

19 6.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
20 Party or Non-Party that designates information or items for protection under this Order  
21 must take care to limit any such designation to specific material that qualifies under the  
22 appropriate standards. The Designating Party must designate for protection only those  
23 parts of material, documents, items, or oral or written communications that qualify so  
24 that other portions of the material, documents, items, or communications for which  
25 protection is not warranted are not swept unjustifiably within the ambit of this Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
27 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
28

1 to unnecessarily encumber the case development process or to impose unnecessary  
2 expenses and burdens on other parties) may expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that it  
4 designated for protection do not qualify for protection, that Designating Party must  
5 promptly notify all other Parties that it is withdrawing the inapplicable designation.

6 6.2 Manner and Timing of Designations. Except as otherwise provided in this  
7 Order (see, e.g., second paragraph of Section 6.2(a) below), or as otherwise stipulated or  
8 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
9 must be clearly so designated before the material is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic documents, but  
12 excluding transcripts of depositions), that the Producing Party affix at a minimum, the  
13 legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
14 contains protected material. If only a portion or portions of the material on a page  
15 qualifies for protection, the Producing Party also must clearly identify the protected  
16 portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection need  
18 not designate them for protection until after the inspecting Party has indicated which  
19 documents it would like copied and produced. During the inspection and before the  
20 designation, all of the material made available for inspection shall be deemed  
21 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants  
22 copied and produced, the Producing Party must determine which documents, or portions  
23 thereof, qualify for protection under this Order. Then, before producing the specified  
24 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page  
25 that contains Protected Material. If only a portion or portions of the material on a page  
26 qualifies for protection, the Producing Party also must clearly identify the protected  
27 portion(s) (e.g., by making appropriate markings in the margins).

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(b) for testimony given in depositions that the Designating Party identifies on the record, before the close of the deposition as protected testimony. Confidential photographs, video or audio footage taken at a deposition may not be used for any purpose other than litigating this lawsuit. The parties agree to refrain from directly or indirectly disclosing or publicly disseminating confidential deposition testimony, and/or photographs, video or audio footage obtained through the course of discovery or otherwise, specifically including, but not limited to, print and online media organizations, or any other internet posting or social media. If any party intends to use such materials for any purpose other than litigating this lawsuit, the party seeking public disclosure must first seek approval from the Court.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

(d) The legend “CONFIDENTIAL” shall be affixed to documents and other tangible items in a manner that does not obscure the information contained thereon.

6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

7.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

7.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.



1           7.3 The burden of persuasion in any such challenge proceeding shall be on the  
2 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,  
3 to harass or impose unnecessary expenses and burdens on other parties) may expose the  
4 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn  
5 the confidentiality designation, all parties shall continue to afford the material in  
6 question the level of protection to which it is entitled under the Producing Party's  
7 designation until the Court rules on the challenge.

8 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

9           8.1 Basic Principles. A Receiving Party may use Protected Material that is  
10 disclosed or produced by another Party or by a Non-Party in connection with this Action  
11 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
12 Material may be disclosed only to the categories of persons and under the conditions  
13 described in this Order. When the Action has been terminated, a Receiving Party must  
14 comply with the provisions of Section 14 below.

15           Protected Material must be stored and maintained by a Receiving Party at a  
16 location and in a secure manner that ensures that access is limited to the persons  
17 authorized under this Order.

18           8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
19 ordered by the court or permitted in writing by the Designating Party, a Receiving Party  
20 may disclose any information or item designated "CONFIDENTIAL" only to:

21           (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
22 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
23 disclose the information for this Action;

24           (b) the officers, directors, and employees (including House Counsel) of the  
25 Receiving Party to whom disclosure is reasonably necessary for this Action;

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1 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
2 is reasonably necessary for this Action and who have signed the “Acknowledgment and  
3 Agreement to Be Bound” (Exhibit A);

4 (d) the court and its personnel;

5 (e) court reporters and their staff;

6 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
7 whom disclosure is reasonably necessary for this Action and who have signed the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (g) the author or recipient of a document containing the information or a  
10 custodian or other person who otherwise possessed or knew the information;

11 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action  
12 to whom disclosure is reasonably necessary provided: (1) the deposing party requests  
13 that the witness sign the “Acknowledgment and Agreement to Be Bound” form attached  
14 as Exhibit A hereto; and (2) they will not be permitted to keep any confidential  
15 information unless they sign the “Acknowledgment and Agreement to Be Bound”  
16 attached as Exhibit A, unless otherwise agreed by the Designating Party or ordered by  
17 the court. Pages of transcribed deposition testimony or exhibits to depositions that  
18 reveal Protected Material may be separately bound by the court reporter and may not be  
19 disclosed to anyone except as permitted under this Protective Order; and

20 (i) any mediator or settlement officer, and their supporting personnel, mutually  
21 agreed upon by any of the parties engaged in settlement discussions.

22 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
23 **IN OTHER LITIGATION**

24 If a Party is served with a subpoena or a court order issued in other litigation that  
25 compels disclosure of any information or items designated in this Action as  
26 “CONFIDENTIAL,” that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification shall  
28 include a copy of the subpoena or court order unless prohibited by law;

1 (b) promptly notify in writing the party who caused the subpoena or order to issue  
2 in the other litigation that some or all of the material covered by the subpoena or order is  
3 subject to this Protective Order. Such notification shall include a copy of this Protective  
4 Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
6 the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served with the  
8 subpoena or court order shall not produce any information designated in this action as  
9 “CONFIDENTIAL” before a determination by the court from which the subpoena or  
10 order issued, unless the Party has obtained the Designating Party’s permission, or unless  
11 otherwise required by the law or court order. The Designating Party shall bear the  
12 burden and expense of seeking protection in that court of its confidential material and  
13 nothing in these provisions should be construed as authorizing or encouraging a  
14 Receiving Party in this Action to disobey a lawful directive from another court.

15 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a Non-Party  
18 in this Action and designated as “CONFIDENTIAL.” Such information produced by  
19 Non-Parties in connection with this litigation is protected by the remedies and relief  
20 provided by this Order. Nothing in these provisions should be construed as prohibiting a  
21 Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to produce a  
23 Non-Party’s confidential information in its possession, and the Party is subject to an  
24 agreement with the Non-Party not to produce the Non-Party’s confidential information,  
25 then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the Non-Party that some  
27 or all of the information requested is subject to a confidentiality agreement with a Non-  
28 Party;

1 (2) promptly provide the Non-Party with a copy of the Protective Order in this  
2 Action, the relevant discovery request(s), and a reasonably specific description of the  
3 information requested; and

4 (3) make the information requested available for inspection by the Non-Party, if  
5 requested.

6 (c) If a Non-Party represented by counsel fails to commence the process called for  
7 by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and  
8 accompanying information or fails contemporaneously to notify the Receiving Party that  
9 it has done so, the Receiving Party may produce the Non-Party's confidential  
10 information responsive to the discovery request. If an unrepresented Non-Party fails to  
11 seek a protective order from this court within 14 days of receiving the notice and  
12 accompanying information, the Receiving Party may produce the Non-Party's  
13 confidential information responsive to the discovery request. If the Non-Party timely  
14 seeks a protective order, the Receiving Party shall not produce any information in its  
15 possession or control that is subject to the confidentiality agreement with the Non-Party  
16 before a determination by the court unless otherwise required by the law or court order.  
17 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of  
18 seeking protection in this court of its Protected Material.

19 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Protective Order, the Receiving Party must immediately (a) notify in writing the  
23 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all  
24 unauthorized copies of the Protected Material, (c) inform the person or persons to whom  
25 unauthorized disclosures were made of all the terms of this Order, and (d) request such  
26 person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is  
27 attached hereto as Exhibit A.

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**XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement into this Protective Order.

As to documents and things responsive to the 8 categories in Plaintiff's Requests for Production and Inspection of Documents and Things (FRCP 34), Set One, to the County, Plaintiff contends that the County's failure to provide a response in a timely fashion resulted in a waiver of the County's objections and claims of privilege as to those documents and things. Nothing in this Stipulation or Protective Order shall have any effect on Plaintiff's contention nor revive any objection or privilege that may have been waived. All parties reserve their respective positions with respect to said contention of waiver. Nothing in this paragraph shall affect the parties' treatment of and obligations with respect to Protected Materials as outlined in this Stipulation.

**XIII. MISCELLANEOUS**

13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

13.2 Right to Assert Other Objections. No Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

13.3 Filing Protected Material. A Party that seeks to file under seal any

Protected Material must comply with Civil Local Rule 79-5 and with any pertinent orders of the assigned District Judge and Magistrate Judge. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

**XIV. FINAL DISPOSITION**

After the final disposition of this Action, as defined in Section 5, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 5.

**XV. VIOLATION**

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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DATED: 4-5-2023

6 Thomas M. Ferlauto  
7 Law Offices of Thomas M. Ferlauto  
8 Attorneys for Plaintiff  
9

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DATED: 4-5-2023

11  
12 Patrick E. Stockalper  
13 Molshree Gupta  
14 KJAR, McKENNA & STOCKALPER, LLP  
15 Attorneys for Defendants  
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18  
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21 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

22  
23 DATED:  
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26 \_\_\_\_\_  
27 Honorable R. Gary Klausner  
28 United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Protective Order that was issued by the United States District  
Court for the Central District of California on \_\_\_\_\_ in the case  
of *Assiff v. County of Los Angeles, et al.*, Case No. 2:22-cv-05367 RGK(MAAX).

I agree to comply with and to be bound by all the terms of this Protective Order  
and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Protective Order to  
any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this Protective  
Order, even if such enforcement proceedings occur after termination of this action. I  
hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with this  
action or any proceedings related to enforcement of this Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_